

SOUTHERN DISTRICT OF NEW YORK  
SUPREME COURT

-----X

RAYMOND VANACORE and DEANNA VANACORE

Plaintiffs,

-against-

**VERIFIED COMPLAINT**

INDEX NO.:

Vanco Sales LLC and Michael Vanacore

Defendants.

-----X

Plaintiff, by their attorneys Catania, Mahon, Milligram & Rider, PLLC, alleges as follows  
against defendants, Vanco Sales LLC and Michael Vanacore:

**JURISDICTION**

1. This Court has subject matter jurisdiction of this action under 28 U.S.C. 1332 because:

- A. The plaintiff Raymond Vanacore is an individual residing in and a citizen of the State of Florida;
- B. The plaintiff Deanna is an individual residing in and a citizen of the State of Florida;
- C. The defendant Vanco Sales LLC is a Limited Liability Company organized and existing under the laws of the State of New York, with its principal place of business in the Village of Goshen, County of Orange, and State of New York;
- D. The defendant Michael Vanacore is an individual residing in and a citizen of the State of New York;
- E. The amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

**CLAIM FOR RELIEF**

2. In 2003 an acquaintance of plaintiff Raymond Vanacore, Anthony Cannella, was presented with a business opportunity to deliver pharmaceutical drugs on an emergency basis and discussed this opportunity with plaintiff Raymnod Vanacore. The opportunity required a significant capital investment. In turn, plaintiff Raymond Vanacore approached his cousin, defendant Michael Vanacore, and offered to include Michael in the business opportunity in exchange for providing the necessary capital investment.
3. Defendant Michael Vanacore agreed to provide the necessary capital, and the three men, Raymond Vanacore, Michael Vanacore and Anthony Cannella made an agreement to perform the delivery services using an existing entity which Michael had previously created, defendant Vanco.
4. The parties agreed that plaintiff Raymond Vanacore would be paid a 15% commission of the proceeds from the delivery charges for organizing the business and finding the capital investment; Michael Vanacore would be paid 55% of the proceeds for providing the capital, using the Vanaco entity, and administering the business; Anthony Cannella would be paid 30% of the proceeds for assisting in the delivery and providing the business opportunity to the others.
5. Vanco was shortly thereafter utilized for the sole purpose of entering into an agreement with Fresenius Medical Care to deliver pharmaceutical drugs on an emergency basis.
6. In furtherance of the aforesaid agreement, Vanaco performed services for Fresenius Medical Care from 2003 to the present and received compensation for these services.
7. Over the course of this time there were periods of inactivity and suspension of services provided by Vanaco.
8. Over the course of this time the compensation paid to Vanaco and the plaintiffs varied.

9. Defendant Michael Vanacore was solely responsible for the administration of Vanaco and was the managing member of Vanaco.
10. Defendant Michael Vanacore was solely responsible for administering the agreement with Fresenius.
11. The sole source of revenue Vanaco has been the agreement with Fresenius, Vanaco's sole customer.
12. Over the course of this time, until April 2015, the revenue sharing agreement referred to herein was honored by Michael Vanacore and Vanaco, including payment to plaintiffs of the aforesaid 15% commission.
13. The plaintiff Raymond Vanacore's share in the revenue was, from time to time, assigned by him to his wife, Deanna Vanacore.
14. Michael Vanacore was solely responsible for the distribution of agreed payments to the plaintiffs until April 2015, at which time Vanco ceased paying the agreed to compensation to the plaintiff's in violation of the oral sgreement as an aforesaid.
15. Michael Vanacore administered the business of Vanaco, including collecting and distributing the revenue and issuing the necessary tax forms related to the distribution of the revenue.
16. A copy of various tax forms and checks given to plaintiffs collectively annexed hereto as Exhibit "A," represent some of these forms.

### **FIRST COUNT**

17. Plaintiffs repeat and reallege all prior allegations.
18. Plaintiffs have performed all of their obligations pursuant to the aforesaid verbal agreement.

19. Plaintiffs have demanded an accounting of the amount due them, and no accounting has been provided by defendants.
20. Plaintiffs have no means of ascertaining the exact amount of money owed to them, and which will be, owed to them in the future.
21. Defendants are in possession of the records regarding the amount of money owed to the Plaintiffs, and have refused to provide the same.
22. The amount of money the defendants owe to the plaintiffs can only be ascertained by a full and complete accounting of all transactions made by the Defendants with respect to the underlying agreement.

### **SECOND COUNT**

23. Plaintiffs repeat and reallege all prior allegations.
24. Defendants have breached the aforesaid verbal agreement.
25. As a result of the foregoing, plaintiffs are entitled to an order from this court requiring the Defendants to specifically perform the aforesaid agreement.

### **THIRD COUNT**

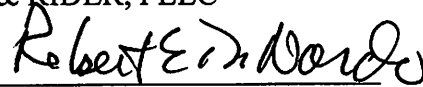
26. Plaintiffs repeat and reallege all prior allegations.
27. In the alternative, Plaintiffs are entitled to a judgment against the defendants for an amount to be determined by this court, which amount plaintiffs allege is at least \$400,000.00, plus prejudgment interest, liquidated damages, penalties, attorneys fees and costs, and such other and further and proper relief as this Court deems just and proper.

Dated: Newburgh, New York  
March 14, 2016

Yours, etc.,

CATANIA, MAHON, MILLIGRAM  
& RIDER, PLLC

By:



ROBERT E. DINARDO

Attorneys for Plaintiff

One Corwin Court

P.O. Box 1479

Newburgh, New York 12550

Tel. No. (845) 565-1100